

## Joint Exercise of Powers Agreement Cooperative Personnel Services

This Joint Exercise of Powers Agreement, originally dated the fifteenth day of March, 1985, and subsequently amended from time to time, is made by and between the government agencies listed on the Roster of Member Agencies attached hereto as Attachment "1" ("the parties"). The parties make the following recitals:

Whereas, there is a need for the establishment of an agency to provide the opportunity for the parties to discuss, study and solve common or similar problems with respect to modern human resource and related management processes; and

Whereas, the parties possess the power and desire to solve human resource and related management problems and may make joint associations and expend public funds for such purposes; and

Whereas, the parties are of the opinion that they should join together to provide modern human resource and related management services for their common benefit, and to the extent permissible, to provide such services on a contractual basis to their own and other public agencies and non-profit organizations.

Therefore Be it Resolved, that the parties, for and in consideration of the mutual promises and agreements herein contained and the performance thereof, and for other good and valuable and adequate consideration, do agree as follows:

Section 1. Purpose: This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, hereinafter called "the Act") relating to the joint exercise of powers common to city, county, special district, and state government. Each party possesses the power referred to in the recital hereof. The purpose of this Agreement is to exercise such powers by creating an agency to assist the parties in their efforts to develop and implement modern human resource and related management procedures including but not limited to: (1) acting as an agent of responsible change and a technical resource so as to encourage, support, and provide for intergovernmental cooperation in technical personnel areas; (2) providing sophisticated consulting services to public agencies and non-profit organizations; (3) providing increased technical training for persons involved in public personnel management; (4) increasing and supporting the development and use of validated selection programs; (5) encouraging and supporting the conduct of applied research in the field of public personnel selection and management; and (6) providing other human resource and management services as needed. Such purpose will be accomplished by said common powers exercised in the manner hereinafter set forth.

Section 1.1. Other Participating Agencies: In addition to the agencies who are parties to this Agreement, any agency which may desire to participate in or take advantage of the services or activities of the Joint Powers Authority may do so as provided in regulations adopted by the Board of Directors or by executing an agreement with the Joint Powers Authority upon such terms and conditions as may be agreed upon. Such participating agencies shall not be entitled to membership on the Board of Directors.

Section 2. Term: This Agreement shall continue in full force and effect unless terminated as provided herein.

Section 3. Agency:

A. Creation of Agency: Pursuant to Section 6507 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as Cooperative Personnel Services (hereinafter referred to as "CPS"). Its debts, liabilities, and obligations do not constitute debts, liabilities, or obligations of all or any party to this Agreement. CPS shall be the administering entity for this Agreement.

- B. Governing Board: CPS shall be administered by a Board of Directors equal in number to the number of parties who become and remain parties to this Agreement. Each party to the Agreement shall designate one representative as a member of the Board of Directors. The designated members of the Board of Directors and their alternates shall be managers knowledgeable in the fields of human resources, finance, public administration or management. These designated members shall be entitled to membership on the Board only during such time as the party through whom they derived their office remains a party to this Agreement.

Each member shall appoint an alternate member who shall serve on the Board at any meeting when the member appointing him or her is absent. Such alternate member when so serving shall have all the powers of a member. Each member shall file with the Board of Directors a written notice of the appointment of his or her alternate. The appointment of an alternate member may be revoked at any time by the member who appointed him or her, provided, however, that such revocation of appointment shall not be effective until filed with the Board of Directors.

C. Meetings of the Governing Board

1. Regular Meetings, Rules: The Board shall provide for its regular, adjourned regular, and special meetings, and shall hold at least one regular meeting in each year. The date, the hour, and the place of any regular meeting shall be fixed by the Board by resolution and filed with each party hereto. The Board shall also adopt rules for the conduct of its meetings, including voting requirements.

2. Ralph M. Brown Act: All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with section 54950 of the Government Code).
- D. Officers: The Board shall elect a Chairperson and a Secretary from among its members. The Board shall have the power to appoint such other officers and employees as it may deem necessary and shall adopt a set of bylaws for the conduct of the business of CPS.

The Treasurer/Auditor shall be the Chief Financial Officer of CPS. The Treasurer/Auditor shall cause an independent financial audit to be performed annually by a firm approved by the Board of CPS. In performing such duties, the Treasurer/Auditor shall comply with and conform to all the provisions of Article 1 (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the Government Code. (See Section 8.2. of the charter, *infra*.)

Section 4. Powers: CPS shall have the powers common to the parties set forth in Section 1 of this Agreement. CPS is hereby authorized to do all acts necessary for the exercise of said common powers or said purposes including any or all of the following: to make and enter into contracts; to hire employees and appoint agents; to lease, manage, maintain, purchase, or operate any land, buildings, work or improvement, and to dispose by lease, lease purchase, or sale any property and funds, services and other forms of financial assistance from persons, firms, corporations and any nonprofit-making entity; to, in connection with any federal or state grant, enter into any and all agreements necessary to comply with the procedural requirements of any applicable laws; to incur debts, liabilities, or obligations required by the exercise of these powers which do not constitute a debt, liability or obligation of the parties to this Agreement, or to any of them; and to sue and be sued in its own name. Said powers shall be expressly set forth herein subject only to such restrictions upon the manner of exercising such powers as are imposed on the County of Sacramento in the exercise of similar powers.

Section 5. Fiscal Year: For the purpose of this Agreement, the term “fiscal year” shall mean the period from July 1 to and including the following June 30.

Section 6. Disposition of Assets: Upon termination of this Agreement, all property of CPS shall automatically vest in the parties to this Agreement. All property, other than the money hereinafter provided for, shall be distributed to the agencies who are, or who have been, parties to this Agreement according to the following formula.

Such property, equipment, furniture or furnishings which can be identified as having been contributed by any party to this Agreement shall be transferred to and become the property of the party contributing such property, equipment, furniture or furnishings. Any other property of CPS shall be distributed among the parties to this Agreement, each party to receive the proportion that the amount of money, if any, contributed to CPS by such party bears to the total amount of money contributed to CPS by all parties to this Agreement.

All money on hand at the termination of this Agreement after payment of or making provision for payment of all obligations incurred by CPS under this Agreement shall be distributed to the agencies who are or who have been, parties to the Agreement in proportion to the contributions made by such parties.

Section 7. Accounts and Reports: The Treasurer/Auditor shall establish bank accounts to be designated as the depositories of CPS funds and shall have custody of all the money of CPS from whatever source. The Treasurer/Auditor shall: (a) receive all money of CPS and place it in the proper account; (b) be responsible upon official bond for the safekeeping of all CPS money so held; (c) pay any other sums due from CPS; (d) be responsible for prudent investment of funds as provided in Government Code sections 53600, et seq.; and (e) verify and report in writing as of the first day of July of each year to CPS and to each of the parties to this Agreement the amount of money held by CPS, the amount of receipts since the last report, and the amount paid out since the last report.

Section 7.1. Budget: The Board of Directors of CPS shall annually, not later than June 30, adopt a budget for the fiscal year and shall file a copy of such budget with each party to this Agreement no later than July 15. Amended budgets may be approved at any time.

Section 7.2. Records and Accounts: The Board of Directors shall direct, require and cause the Chief Executive Officer and Treasurer/Auditor to keep proper books of records and accounts in which a complete and detailed entry shall be made of all of its transactions, including all receipts and disbursements. Said books and records shall be kept in accordance with applicable laws. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this Agreement. Findings of such inspections shall be reported to the Board of Directors. CPS shall prepare annual financial statements in accordance with GASB, including a report of all receipts and disbursement of funds which shall be available at the office of the Secretary of CPS and a copy thereof shall be delivered to each party of this Agreement.

The Treasurer/Auditor shall contract for an independent audit of the accounts and records of CPS to be made annually by a certified public accountant, or public accountant approved by the Board of CPS, in compliance with Section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Such reports shall be filed with CPS within six months of the end of the fiscal year under examination. Any costs of the preparation of financial statements and the audit shall be borne by CPS and shall be a charge against any unencumbered funds of CPS available for the purpose.

Nothing in this Agreement shall preclude the State Auditor General from conducting audits as provided by Government Code Section 10532. Further, the Treasurer/Auditor shall maintain fiscal records for at least three years.

Section 7.3. Expenditures and Obligations: The Board of Directors, its committees and every other official or employee of CPS shall be limited in making expenditures or incurring liabilities to the amount allowed by the budget as adopted by the Board of Directors or thereafter revised by said Board unless income is received in excess of anticipated revenue, in which case the additional revenue can be expended, within Board authorized limits as specified in the Bylaws, upon approval of the Chief Executive Officer without Board action. These additional expenditures shall be reported to the Board at its next regularly scheduled meeting following the executive director's approval.

Section 7.4. Claims: All claims against CPS including, but not limited to, claims by officers and employees for fees, salaries, wages, mileage, or other expenses shall be filed within the time and within the manner specified in Chapter 2 commencing with Section 910 of Part 3, Division 3.6 of the Government Code or in accordance with procedures set out in regulations adopted by the CPS Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with section 935) of Part 3 of the Government Code.

Section 7.5. Allowance of Claims by the Auditor-Controller:

- A. The Treasurer/Auditor shall audit and allow or reject claims in lieu of, and with the same effect as, allowance or rejection by the Board of Directors in any of the following cases: (1) expenditures which have been authorized by purchase orders issued by an officer of CPS authorized by said governing board to make purchases; (2) expenditures which have been authorized by contract, resolution or order of the Board of Directors acting within the scope of its authority; (3) expenditures within the dollar amounts set by the appropriations of the Board of Directors.
- B. For any purchase of supplies or services in excess of \$500.00, the Treasurer/Auditor shall require an acknowledgement from the requisitioning or receiving employee that the supplies or services have been received or contracted for.

Section 8. Property: The Chief Executive Officer of CPS is hereby designated as the person who shall have charge of, handle and have access to any property of CPS and shall be required to file an official bond in the amount established by the Board but not less than \$50,000.— The Board of Directors by resolution entered in its minutes may prescribe other CPS officers and employees to be bonded and may specify the amount of said bonds.

Section 9. Financing: CPS shall be self-supporting, deriving its revenue from grants and from payments for services rendered to public and non-profit agencies.

Section 10. Miscellaneous: The Section headings herein are for convenience only and not to be construed as modifying or governing the language therein. This Agreement is made in the State of California under the Constitution and laws of said State and it is to be so construed.

Section 10.1. Employees: All of the privileges and immunities from liability, exceptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any party to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any other functions and duties extraterritorially for CPS under the provisions of this Agreement

Section 11. Severability: Should any part, term, portion, or provision of this Agreement be decided by the Courts to be illegal or in conflict of any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement the parties intended to enter in the first instance.

Section 11.1. Effective Date: The original Agreement became effective, and CPS was rendered fully operative, on March 15, 1985. This amended Agreement is operative when fully executed by each agency or the agency's designated representative.

Section 12. Termination and Withdrawal: Any party may withdraw from this Agreement upon 90 days written notice of such action filed with the Board of Directors. A copy of such notice to withdraw shall be filed with each other party to this Agreement. This Agreement shall terminate, except for the purposes of winding up the affairs of CPS, at the end of any fiscal year in which the parties remaining as members at the beginning of the next fiscal year will not exceed one.

Section 13. Successors: This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

Section 14. Notice to Parties: All parties to this Agreement shall forthwith file with the Board's Secretary an address to which all matters may be sent. Any notice to the parties hereof shall be sufficient if delivered to the address on file with the Board's Secretary as provided herein.

Section 15. Copies of the Agreement: This Agreement shall be executed in sufficient original counterparts so that one original executed copy thereof shall be delivered to and become a part of the official records of each party to this Agreement, and the Board of Directors of CPS.

Section 16. Amendment to this Agreement: This Agreement may be amended by the concurrence of all parties to this Agreement. A party has the option to designate a representative to vote on the amendments on behalf of the member agency. The amendment shall be executed and filed in the manner provided in Section 15.

Section 17. New Party to Agreement: If a government agency currently not a party to this Agreement wishes to join into this Agreement, therefore entitling it to Board membership, it may do so upon concurrence of a majority of the parties to this Agreement.

Section 18. Insurance: CPS shall maintain in force at all times during the performance of this Agreement, insurance covering its operations. Types of insurance shall be subject to the conditions and specifications set forth below:

- A. Comprehensive General Liability: Coverage provides protection against liability claims, arising out of CPS's use of leased, owned, and off-premises operations. Comprehensive General Liability includes Products Liability Insurance which is protection arising out of the use, handling, and consumption of a product. Also included shall be Contractual Liability covering subcontracted services. CPS must carry Comprehensive General Liability in the amount recommended by CPS' insurance agent, but not less than \$1,000,000. The parties in this Agreement must be named as additional insureds.
- B. Comprehensive Automobile Insurance: Loss against damage or destruction of automobiles, or due to claims for damages arising from the ownership, maintenance, or use of automobiles; also loss to persons injured in certain specific ways due to cost of medical, surgical or hospital care incurred as a result of automobile accidents. CPS must carry Bodily Injury and Property Damage, combined single limits per occurrence in an amount recommended by CPS' insurance agent, but not less than \$1,000,000. The parties to this Agreement must be named as additional insureds.

This amended Agreement was approved by the parties whose signatures appear below, on the dates indicated.

CITY OF ANAHEIM

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

EAST BAY MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

HAYWARD UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF SACRAMENTO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY UNIVERSITY OF NEW YORK

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA STATE PERSONNEL BOARD

By: \_\_\_\_\_

Date: \_\_\_\_\_



Title: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF LAS VEGAS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT “1”**

**ROSTER OF MEMBER AGENCIES**

**COOPERATIVE PERSONNEL SERVICES  
JOINT EXERCISE OF POWERS AGREEMENT**

City of Anaheim

East Bay Municipal Utility District

Hayward Unified School District  
County of Sacramento

The City University of New York

California State Personnel Board

City and County of San Francisco

City of Las Vegas

State of Georgia Department of Human Resources

City of Dallas

Montgomery College